

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR DEPARTMENT PUBLIC WORKS***

**PROJECT MANUAL:  
SUPPLY & DELIVER SEWER DEPARTMENT  
UTILITY VEHICLE  
*INVITATION FOR BID #15-49***

**Bid Opening Date: December 11, 2014 at 11:00 a.m.**

**NOVEMBER 2014  
Setti D. Warren, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID NO. #15-49**

The City of Newton invites sealed bids from Contractors for:

**SUPPLY & DELIVER SEWER DEPARTMENT UTILITY VEHICLE**

Bids will be received until: **11:00 a.m., Thursday, December 11, 2014**

at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Documents relating to this Invitation For Bids will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., November 20, 2014**.

There will be no charge for contract documents. Bid surety is **not** required with this bid.

The City is seeking bids for a Utility Vehicle, including Required Additional Features, for the Sewer Department as set forth in the SPECIFICATION SHEETS set forth at pp. 8-22 below. The Utility Vehicle shall be delivered by the company within approximately **60 business days** following notice of award. **This will be a one-time purchase. The winning contractor will receive a Purchase Order for the Utility Vehicle.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

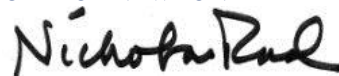
"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

**All bids shall be submitted as one ORIGINAL and one COPY.**

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids), Invitations for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
November 20, 2014

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, December 5, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-49**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

**ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form 15-49" as appropriate, furnished by the City.

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#15-49**
  - \* NAME OF PROJECT: **Supply and Deliver Sewer Department Utility Vehicle**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting a price for the Utility Vehicle described at pp. 8-22 of this IFB. It is the City's intent to award one (1) contract to the , responsive and responsible bidder offering the lowest Total Price for the Utility Vehicle. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

## ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #15-49**

- A.** The undersigned proposes to supply and deliver the Utility Vehicle specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY & DELIVER SEWER DEPARTMENT UTILITY VEHICLE**

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C.** The Bidder proposes to supply and deliver the following according to the Specifications below at the following price, FOB delivered to Newton, MA:

**SUPPLY & DELIVER SEWER DEPARTMENT UTILITY VEHICLE**

**TOTAL PRICE \$** \_\_\_\_\_

**AND (Price In Words)** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

State Delivery Time (number of calendar days after receipt of order): \_\_\_\_\_

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualification s and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ Certification of Tax Compliance, 1 page

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

- F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone & FAX)

\_\_\_\_\_  
(E-mail address)

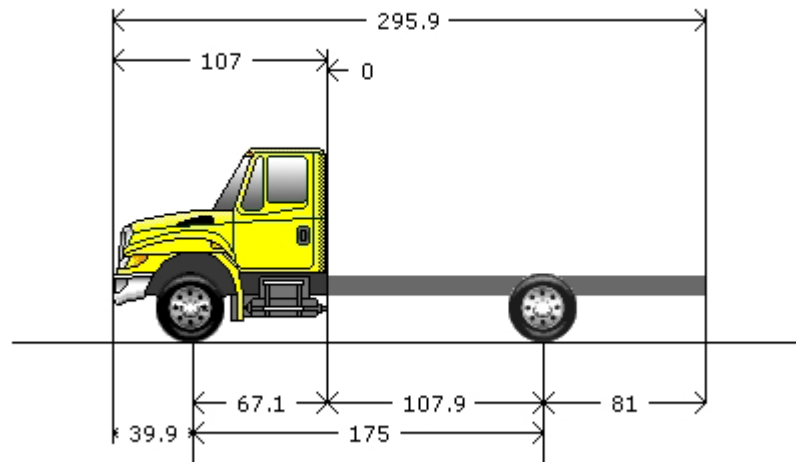
**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PUBLIC WORKS**

**PURCHASE OF A UTILITY VEHICLE**



**Model Profile**

<b>APPLICATION:</b>	Utility/Service (Other)
<b>MISSION:</b>	Requested GVWR: 29000. Calc. GVWR: 29000
	Calc. Start / Grade Ability: 24.60% / 2.61% @ 55 MPH
	Calc. Geared Speed: 70.3 MPH
<b>FUEL ECONOMY:</b>	8.01 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 179.00, CA: 111.90, Axle to Frame: 81.00
<b>ENGINE, DIESEL:</b>	EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM
	Governed Speed
<b>TRANSMISSION, AUTOMATIC:</b>	5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	Wide Track, I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 G661 HSA 497 rev/mile, load range G, 14 ply
<b>TIRE, REAR:</b>	(4) 11R22.5 G622 RSD 497 rev/mile, load range G, 14 ply
<b>RR, SPRING, SINGLE:</b>	Vari-Rate; 20,000-lb Capacity, With 4500 lb Auxiliary Rubber spring
<b>PAINT:</b>	4641, Yellow (Custom)
<b>BASE CHASSIS</b>	Model 4300 SBA 4X2 with 179.00 Wheelbase, 111.90 CA, 81.00 Axle to Frame.
<b>TOW HOOK FRONT</b>	(2) Frame Mounted



FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

BUMPER, FRONT Powder Coated Gray (Argent) Color

WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

AXLE, FRONT NON-DRIVING Wide Track, I-Beam Type, 10,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers Includes

SPRING PINS Rubber Bushings, Maintenance-Free

BRAKE SYSTEM, AIR Dual System for Straight Truck

Applications Includes

BRAKE LINES Color and Size Coded Nylon

DRAIN VALVE Twist-Type

GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

PARKING BRAKE VALVE For Truck

QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

SLACK ADJUSTERS, FRONT Automatic

SLACK ADJUSTERS, REAR Automatic

SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4

Front and Rear Dust Shields Included

DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank

Includes

DRAIN VALVE Mounted in Wet Tank

AIR BRAKE ABS AntiLock Brake System Full Vehicle Wheel Control System (4-Channel)

AIR DRYER With Heater

AIR DRYER LOCATION Mounted Outside Right

Rail, forward of Front Wheel

BRAKE CHAMBERS, FRONT AXLE 20 SqIn

BRAKE CHAMBERS, REAR AXLE 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking

AIR COMPRESSOR 13.2 CFM Capacity

AIR TANK LOCATION (2) : Two Mounted Outside Right Rail, Under Cab, On Step Mounting Brackets

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR Power

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard

Includes

EXHAUST HEIGHT to be determined by body installer

MUFFLER/TAIL PIPE GUARD Non-Bright Finish

TAIL PIPE (1) Turnback Type, Non-Bright, for Single

Exhaust ELECTRICAL SYSTEM 12-Volt, Standard

Equipment Includes

BATTERY BOX Steel

DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

FUSES, ELECTRICAL SAE Blade-Type

HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

HORN, ELECTRIC Single

JUMP START STUD Located on Positive Terminal of Outermost Battery

PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

STARTER SWITCH Electric, Key Operated

STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted

WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2)

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

WIRING, SPECIAL Includes Wires Installed Through the Dash Panel and End in Engine Compartment, In Cab Wire Ends Will Have ESC Input Terminals, Engine Compartment Wire Ends will have Sealed Connectors

BATTERY SYSTEM Maintenance-Free, (3) 12-Volt 1950CCA Total

2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple

Speakers BACK-UP ALARM Electric, 102 dBA

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch

SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, With Maximum of 20 amp Load With Switches In Instrument Panel

JUMP START STUD Remote Mounted

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

BATTERY BOX Steel, With Aluminum Cover, 3 Battery Capacity, Mounted Right Side Under Cab Below Frame Mounted Exhaust, Provides Clean CA

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime

Running Lights CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab

or Sunshade ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned

on STARTING MOTOR 12 Volt; less Thermal Over-Crank Protection

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished End of Frame Light INDICATOR, LOW COOLANT LEVEL With Audible Alarm

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses GRILLE Chrome

FRONT END Tilting, Fiberglass, With Three Piece

Construction PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

PAINT SCHEMATIC ID LETTERS "GA"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Single Custom Color

PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information, and On-Command Parts Information (Formerly Fleet Parts Catalog),

ENGINE, DIESEL EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)

: ANTI-FREEZE Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines

: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control

: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel

: ENGINE OIL DRAIN PLUG Magnetic

: ENGINE SHUTDOWN Electric, Key Operated

: FUEL FILTER Included with Fuel/Water Separator

: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted

: GOVERNOR Electronic

: OIL FILTER, ENGINE Spin-On Type

: WET TYPE CYLINDER SLEEVES

FAN DRIVE Viscous Type, Screw On

Includes

FAN Nylon

RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn CAC, with 369 SqIn LTR, with In- Tank Transmission Oil Cooler

Includes

DEAERATION SYSTEM with Surge Tank

HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

RADIATOR HOSES Premium, Rubber

FEDERAL EMISSIONS for 2010; MaxxForce DT

Engines AIR CLEANER With Service Protection

Element

Includes

GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines

BLOCK HEATER, ENGINE 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan, for I6

Includes

BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers

Door Notes

: MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle

Regulations OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)

TRANSMISSION, AUTOMATIC 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder

Includes

OIL FILTER, TRANSMISSION Mounted on Transmission

TRANSMISSION OIL PAN Magnet in Oil Pan

TRANSMISSION OIL Synthetic; 20 thru 28 Pints

SHIFT CONTROL PARAMETERS Load Based Shift Schedules (LBSS)

AXLE, REAR, SINGLE Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.57

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 20,000-lb Capacity, With 4500 lb Auxiliary Rubber

Spring

FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, with Quick Connect Outlet, Mounted Left Side, Under Cab

CAB Conventional

Includes

: ARM REST (2) Molded Plastic; One Each Door

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted

Exterior Color

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, FRONT BENCH Full Width; Vinyl, With Fixed Mid Back

Includes

: SEAT BELT (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2-Point Lap Belt for Center Passenger

MIRRORS (2) Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms

CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension AIR CONDITIONER With Integral Heater & Defroster

Includes

: HEATER HOSES Premium  
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps  
: REFRIGERANT Hydrofluorocarbon HFC-  
134A INSTRUMENT PANEL Center Section,  
Flat Panel CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic  
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering  
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket  
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors  
: FLOOR COVERING Rubber, Black  
: HEADLINER Soft Padded Cloth  
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section  
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door  
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to  
Console LOW WASHER FLUID INDICATOR

WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint

WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint

BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs each, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 2 Switch Packs With Latched Switches)

BDY INTG, ADDITIONAL CAB HOLE for Customer Use

BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, With Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)

BDY INTG, SWITCH DUAL OUTPUT 2 Position Latched Rocker, Backlit, with "ON" Indicator Mounted on Dash, for 1; Auxiliary Load 40 amp Maximum; Power Available Only in "Ignition" or "Accessory" Position; Controls 2 Remote Power Modules (requires 2 Remote Power Module outputs)

BDY INTG, SWITCH, INTERLOCKED (2) 2 Position Latched Rockers, Backlit, with "ON" Indicator Mtd on Dash, for 2; Auxiliary Load each 20 amp Maximum; Outputs will Disengage when Vehicle Exceeds 30 MPH, Programmable; Power Available Only in "Ignition" or "Accessory" Position (requires 2 Remote Power Module outputs)

BDY INTG, THROTTLE CONTROL Accommodation for Single Customer Mounted External Engine Speed Control Switch, for Utility Applications, Programmable Mode for Various Switch Actions and Engine Speed Control Option, Only with Vehicle Stopped and Park Brake is Applied (requires 1 Remote Power Module input)

#### Includes

: NOTE: Default Parameters: Input is Momentary Ground = Engine Speed Toggles Between Preset Speed and Idle each Time the Input is Grounded

(4) TIRE, REAR 11R22.5 G622 RSD 497 rev/mile, load range G, 14 ply

(2) TIRE, FRONT 11R22.5 G661 HSA 497 rev/mile, load range G, 14ply Cab

Color: 4641, Yellow (Custom)

#### Services Section:

SERVICES, TOWING To 36-Month/Unlimited Mileage; Service Call to the Vehicle or Towing to the Nearest International Dealership for a Non-Drivable Unit in Conjunction with an International Warrantable Failure; \$550 (USA) Maximum Benefit per Incident

FREE pick-up and delivery by the dealer for non-towable service and repairs



## **BODY & EQUIPMENT SPECIFICATIONS**

Body to be a USA manufactured, production line heavy-duty service body, Identify Manufacture

The body shall be constructed as a unitized assembly

All compartments shall be sealed to form a watertight enclosure, with the exception of the drain holes

The top of compartment, the drip rail and the cargo area walls shall be a single formed sheet made of 12 GA(double sided) galvaneal steel

Bulkhead shall be welded to body compartments

Door hinge shall be "hidden" type

Door hinges shall have internal stainless steel hinge rods and formed into door edge

All compartment doors to have automotive type door seals

Body shell to be 166" long

Body shell to be 93 1/2" wide

Street side of top enclosure shall extend down to the cargo area floor

Curb side of top enclosure shall extend down to the top of the street side compartment top except at the front door

Rear of the top enclosure shall have a 53 1/2" opening with an aluminum clad type commercial grade roll up locking door.

Door shall stow onto a spindle at the rear ceiling of the top enclosure

Rear of top enclosure shall have 20"full height fixed panel of 14 GA galvaneal steel, full height, one each side

A ladder/pipe compartment shall be installed at the lower street side cargo area 17" width X 26" high X 130" long

The bottom left section of the ladder/pipe compartment shall be 20" high X 7" wide with a 6" high X 7" wide upper right section

Above the bottom section The right section of the ladder/pipe compartment shall be 26" high X 10" wide with fix shelf centered vertical with a 1" X 1" X 1/2" angle reinforcement under Facing lip of the shelf

The above shall have a bolt in access panel in cargo area for clean out of front portion of cavity

The exterior opening of the ladder/pipe compartment shall be 26" high X 17" wide ID

The rear of the ladder/pipe compartment shall have a single door at the rear for access to both the ladder and pipe cavities hinged on the outboard edge of body

The street side shall have an 80" long X 17" high X 20" deep under body storage box with two drop down doors with a center vertical partition in front of the rear wheels

The street side shall have a 32"long X 17" high X 20" deep under body storage box with a single drop down door behind the rear wheels

The street side area above the rear wheels shall wheel well panel with a radius opening with bolt in rubber fender

The curb side front compartment shall be a 76" high X 30" wide side entry door and shall be 8" lower than the rear compartment The side access door shall have a grip strut step and a sweep out design bottom

The side access compartment shall have a double panel door with a fixed window and a door latch

The curb side front compartment shall have one power out RV type step below the body switched to "power out" automatically when door is opened wired to battery

The #2 curbside compartment shall be 53" high X 18" wide extending 8" lower than rear compartment one adjustable shelf and bottom of compartment shall have a single jack hammer storage rack with a tool shank on an pivot shaft to allow easy loading and unloading of tool. Pivot action shall stop before loaded tool to hit the lower doorframe. Pivot shaft shall have lock pin with retainer chain. Pivot action shall stop before the loaded tool hits the lower door. Bottom of compartment shall be reinforced with a 1/4" plate with four storage sockets for tool bits. Lower door frame edge shall be protected. With a 1/4" steel angle. Compartment shall have a redundant stow chain to hold the stowed jack hammer in the stowed position, door shall have a spring loaded door hold open

The #3 curbside compartment shall be 32" wide X 53" high extend down 8" lower than rear compartment

The #3 curbside compartment shall have a Drawer unit with 4-3" tall, 2-4" tall and one 6" tall drawers, each with 2 250# grant slides, each to fit the compartment, drawers constructed of 18 GA galvaneal, drawer cabinet constructed of 14 GA galvaneal. Each drawer shall have dual point latch with one hand type pull, door shall have a spring loaded door hold open

The street side #4 compartment to be 54" wide X 21" high with one fixed divider tray centered vertically and one divider tray on bottom of compartment

The street side #5 compartment to be 32" wide with single front hinged door, with no shelving, door shall have a spring loaded door hold open

Body exterior panels, partitions, wheel panels and bulkhead shall be fabricated of 14 GA double sided galvaneal steel

Under frame of body shall be fabricated of 6" structural channel

Both sides in cargo area floor shall have a ramp style wheel box over the rear wheels of truck

Cargo area floor shall be fabricated of 1/8" thick tread plate

Back of body shall have a Thieman model TT-15, 1500# power lift gate with a 53" wide X 26" deep aluminum platform with taillights built into the rear bumper structurally attached to back of body with HD receiver tube to tow #5000 with. A maximum tongue weight of 500#. With a 4 pole trailer plug socket

Two HavisSheild 500 Watt 120VAC work lights with both tri-pod base and quick release storage brackets shall be supplied and installed at rear of body

The interior of the top enclosure shall have two 110AC 8 foot florescent lights with protective grills mounted on the sloped 45 degree roof to sidewall area of the top enclosure with a switch at the rear door area wired to the generator

120VAC rope type lighting will be installed in the curbside compartments, running up both side and across top of door frame and wired to the tool/light inverter with single master switch

The front of the enclosure shall have one mini light bar. Rear of the body enclosure shall have an arrow lightboard installed above the roll up door with a control on truck dash. Outside of top enclosure to have four.

Whellen#810CA0ZR scene lights, two each side with two switches, one for each pair of lights. Truck front shall have two LED strobe lights, one each side.

Rear facing wall of body to have two surface mounted LED strobes, one each side. Cab light bar and both sets of front and rear strobe to have a common on/off switch on dash

The curbside area of the cargo area inside of enclosure) shall have ATWO vertical divider from the top of the compartment top to the roof of the enclosure, one behind the curbside front door and one between the 116" shelves and the workbench

The top of the compartment top forward of the front vertical divider to the back of the front door opening shall have a 2"lip 116" long front to back with two like 20" deep shelves with 2"lips centered vertically to the top of the roof making three like 116" long open shelves

The area in the cargo area behind the rear vertical divider shall have workbench 12" above the compartment top and will extend 4" into the cargo area, a 24" depth.

Top of the workbench shall be Plywood over steel

The 12" area under the workbench above the compartment top shall have drawers two high X two wide mounted on 250# slides. Each drawer to have a slam type pull down latch

Rear inward corner of workbench to have a 45 degree corner cut

Body shall have LED type FMVSS lighting wired to the cab/chassis wiring

Body exterior doors shall have clip on type door seals installed after paint

Body exterior doors shall have stainless steel single point slam type door handles with like keyed locks

The top front facing panel of body shall have an "Attic" extending 30" forward over the top of the truck cab, attic shall be the full width of body, 18" high with a 45 degree sloped front.

The above attic interior shall have three vertical dividers equally spaced. Each resulting cavity shall have a 12 GA single panel drop down door with latches. Doors accessed from inside cargo area

The cab/chassis exhaust stack shall terminate below the bottom of the attic

A Wilton model 675 combination vice on a vice plate with a tube mount and a tube receiver shall be supplied and installed, location to be determined at time of installation

Pipe type cone holder

Inside of cargo are to have two sets of U type brackets for storage of valve wrench keys

A back up alarm shall be supplied and

Installed

Back up alarm to be wired through a power relay with switched by the back up light circuit with a minimal added "load" to the chassis back up circuit

Back up alarm shall have protection via use of a diode to keep any electrical "back feed" onto any chassis circuits

## **PTO DRIVEN AIR COMPRESSOR**

A 125/160 CFM PTO driven air. Compressor shall be supplied and installed

Compressor air end and generator Shall be mounted to the chassis rail via shear plate on the same angle as the truck driveline

A Alison 2500RDS hot shift PTO shall be supplied and installed with a torque rated prop shaft connected to the PTO output shaft and the compressor input shaft

An air separator/receiver tank will be installed on the truck chassis rail with an oil sight gage visible from the outside of the service body

An oil cooler with a thermostat control shall be installed at the front of the body enclosure and plumbed to the air end with an overheat protective shut off

A required OSHA valve shall be Plumbed into the compressor service line

Two spring recoil hose reels with 50 feet of 3/4" hose shall be installed, one in each rear compartment with a four way roller cut into the rear body panel and one air outlet with shut off valve under front bumper

The compressor shall have a gauge cluster with an hour meter, a thermostat and a pressure gauge and a reset switch installed in the enclosed body area

Truck engine aux throttle to be programmed to automatically go to one fixed high idle when operating either/both PTO and shall be used for the hydraulic tool circuit (operated by engaging either PTO)

## **PTO DRIVEN GENERATOR**

11.6 KW PTO driven generator shall be supplied and installed

Generator shall be mounted to chassis rail via shear plate on the same angle as the truck driveline

A Alison 2500RDS hot shift PTO shall be supplied and installed with a torque rated prop shaft connected to the PTO output shaft and the generator input shaft

A DEC type compressor electrical box with all the compressor wiring connection shall be installed in the enclosed body area for all 120ACwiring shall be installed in the enclosed area of the body

Inside of cargo are shall have two weather protected dual 110ACoutlets wired to the generator and two like outlets in the rear facing lower body panels wired to the generator, one outlet to beat the work bench area

Truck engine be programmed to prevent the PTO generator from RPM over speed

A Shore Power switch with a weather protected socket shall be provided and installed to enable all the 110VAC lights to be power by "land" power (when available) without operating the PTO generator

## **HYDRAULIC TOOL CIRCUIT**

A hydraulic clutch pump suitable for specified truck engine shall be provided and installed onto the truck engine

Clutch pump design and installation shall have approval from the OEM manufacturer of the truck

The clutch pump shall utilize a serpentine type belt with a self-tensioning idler pulley

Shall have a Hydra Pack installed at the front of the outside of the top enclosure cargo, front of body reinforced to support Hydra Pack weight

Shall have a two position hydraulic valve with a motoring type valve spool located in a the curbside rear compartment

Shall have a spring recoil hose reel with 50 feet of twin ½” hydraulic hose with “Hydron” type QD’s. Hose reel located in the curb side rear compartment

Hydraulic tool circuit shall be designed to operate at the same engine speed as the truck engine compressor/generator speed and produce 10 GPM @ 2000 PSIA

Clutch pump, hydraulic tank, hydraulic valve and hose reel shall be plumbed together using properly rated and sized hoses and fittings for the GPM and pressure of the tool circuit

## **UPFITTER CAB/CHASSIS REQUIREMENTS**

- Cab/chassis shall have a clean cab to axle of 111” and shall have no chassis equipment interfering with the service body or any of the added equipment
- The cab/chassis shall have two usable PTO openings with no chassis equipment interference with PTO installation
- The cab & chassis must have adequate space behind the PTO openings and between the frame rails to mount the generator and air compressor
- The above equipment integrates with the cab/chassis’ ECM, TCM, ESC and RPM modules
- The cab/chassis ECM, TCM, ESC and RPM modules shall be compatible with the upfitter supplied integration programming
- The ESC and RPM shall be capable of virtual circuit breaker 12VDC amp adjustments without adding external (non OEM) circuit breakers
- No external interlocks, relays, protective system for the PTO/air compressor and the PTO/generator will not be acceptable
- Above equipment installed onto the specified and supplied cab/chassis, tested and calibrated, exterior of body painted to match the exterior cab color
- Up fitter to deliver completed unit to Newton Public Works and give operating instructions to the users and brief the PW garage tech staff on maintenance

## **Required Additional Feature: Jack hammer elevator**

Back wall of CS#2 shall have a full height and width ¼ reinforcement plate and a false bottom incorporated into a 12 VDC electrically raised and lowered jack hammer elevator with a capacity of 600# with automatic latch to secure the elevator in the up/stowed position and shall incorporate a false floor with a ¼ rubber seal, three tilt type jack hammer bit stow shanks with lock. Electric elevator hoist shall have an automatic shut off when reaching the full raised/stowed position and an automatic shut off when the elevator bottom plate reaches the ground and automatically compensate for different ground heights

The above jack hammer elevator shall have a warning light with a buzzer in the cab to warn the driver when the elevator is out of the stowed position

The jack hammer pivots and sockets shall be installed on the base plate of the elevator

### **Required Additional Feature: Trash pump**

Hydraulic trash Pump with a set of “Hydron” type QD’s

Above pump shall include a male and Female 3” camlock coupler set

A 25 foot 3” discharge hose shall be provided with the above pump with the female end of the above camlock attached to one end

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**



## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business

City of Newton



Mayor  
Setti D. Warren

Purchasing Department  
Nicholas Read & Chief Procurement Officer  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #15-49

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_ (Name)  
\_\_\_\_ (Company)  
\_\_\_\_ (Address)  
\_\_\_\_ (Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_ Signature

\_\_\_\_ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----  
☐ Other (see instructions) ▶

**X** Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

Name

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Chief Procurement Officer. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the

City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 Applicable to all contract in excess of \$10,000.00 A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.